

<i>SERFF Tracking Number:</i>	<i>STLR-125603167</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pennsylvania Manufacturers' Association</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Insurance Company</i>		
<i>Company Tracking Number:</i>	<i>08-0440-AR1</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>08-0440-AR1</i>		
<i>Project Name/Number:</i>	<i>CM Independent Forms/08-0440-AR1</i>		

## Filing at a Glance

Company: Pennsylvania Manufacturers' Association Insurance Company

Product Name: 08-0440-AR1

SERFF Tr Num: STLR-125603167

State: Arkansas

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 09.0005 Other Commercial Inland Marine

Co Tr Num: 08-0440-AR1

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Author: Sharon Ellison

Disposition Date: 04/18/2008

Date Submitted: 04/11/2008

Disposition Status: Approved

Effective Date Requested (New): 06/01/2008

Effective Date (New): 06/01/2008

Effective Date Requested (Renewal): 06/01/2008

Effective Date (Renewal): 06/01/2008

State Filing Description:

## General Information

Project Name: CM Independent Forms

Status of Filing in Domicile: Authorized

Project Number: 08-0440-AR1

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 04/18/2008

State Status Changed: 04/17/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting the attached independent forms for your review and approval. For additional details please see the attached filing memorandum. Our corresponding rating rules are filed as a Drawer filing under company filing number 08-0440-AR1b.

We intend to be bound by the governing approval procedures of your state and we will await your written response.

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<i>Company Tracking Number:</i>	<i>08-0440-ARI</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>08-0440-ARI</i>		
<i>Project Name/Number:</i>	<i>CM Independent Forms/08-0440-ARI</i>		

This filing is applicable to all policies effective on or after June 1, 2008.

## Company and Contact

### Filing Contact Information

Sharon Ellison, Sr. Regulatory Analyst	Sharon_Ellison@pmagroup.com
380 Sentry Parkway	(610) 397-5356 [Phone]
Blue Bell, PA 19422-0754	(610) 397-5100[FAX]

### Filing Company Information

Pennsylvania Manufacturers' Association	CoCode: 12262	State of Domicile: Pennsylvania
Insurance Company		
380 Sentry Parkway	Group Code: 767	Company Type:
P. O. Box 3031		
Blue Bell, PA 19422-0754	Group Name:	State ID Number:
(610) 397-5462 ext. [Phone]	FEIN Number: 23-1642962	
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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 for each forms filing.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pennsylvania Manufacturers' Association	\$50.00	04/11/2008	19477009
Insurance Company			

SERFF Tracking Number:	STLR-125603167	State:	Arkansas
Filing Company:	Pennsylvania Manufacturers' Association	State Tracking Number:	EFT \$50
	Insurance Company		
Company Tracking Number:	08-0440-ARI		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	08-0440-ARI		
Project Name/Number:	CM Independent Forms/08-0440-ARI		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	04/18/2008	04/18/2008

<i>SERFF Tracking Number:</i>	<i>STLR-125603167</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>08-0440-ARI</i>		
<i>Project Name/Number:</i>	<i>CM Independent Forms/08-0440-ARI</i>		

## Disposition

Disposition Date: 04/18/2008

Effective Date (New): 06/01/2008

Effective Date (Renewal): 06/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: STLR-125603167 State: Arkansas

Filing Company: Pennsylvania Manufacturers' Association State Tracking Number: EFT \$50

Insurance Company

Company Tracking Number: 08-0440-AR1

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0440-AR1

Project Name/Number: CM Independent Forms/08-0440-AR1

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter and Filing Memorandum	Approved	Yes
Supporting Document	Dec Pages and Policy Jacket	Approved	Yes
Form	Motor Truck Cargo Carriers Premier Coverage Form	Approved	Yes
Form	Motor Truck Cargo Carriers Premier Endorsement	Approved	Yes
Form	Gross Receipts Reporting Form	Approved	Yes

SERFF Tracking Number: STLR-125603167 State: Arkansas

Filing Company: Pennsylvania Manufacturers' Association State Tracking Number: EFT \$50

Insurance Company

Company Tracking Number: 08-0440-ARI

TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: 08-0440-ARI

Project Name/Number: CM Independent Forms/08-0440-ARI

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Motor Truck Cargo Carriers Premier Coverage Form	PIH 00 72	04 08	Policy/CoveNew rage Form		0.00	PIH 00 72 Motor Truck Cargo CarriersPre mier Coverage Form.pdf
Approved	Motor Truck Cargo Carriers Premier Endorsement	PIH 72 02	04 08	Endorseme New nt/Amendm ent/Condi tions		0.00	PIH 72 02 Motor Truck Cargo Carriers Premier Endorsemen t.pdf
Approved	Gross Receipts Reporting Form	PIH 99 11	04 08	Endorseme New nt/Amendm ent/Condi tions		0.00	PIH 99 11 Gross Receipts Reporting Form.pdf

## MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

### A. Coverage

We will pay those sums that you become legally obligated to pay for loss to Covered Property caused by a Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Form, means property of others described in the Declarations that you have accepted for transportation as a common or contract motor carrier under your tariff and bill of lading issued by you.

We only cover property:

- a. While in your custody as the carrier or in the custody of connecting carriers, until the property is delivered to its destination; or
- b. When loaded or unloaded at a facility (terminal, warehouse or other storage area) for up to 72 hours (excluding Sundays and holidays). However, this limitation does not apply to:
  - (1) Property at Terminal(s) whose locations are specified; or
  - (2) Property at Unspecified Terminals; if a limit of insurance for those coverages is shown in the Declarations.

If the property is not delivered, we cover the return of the property to you.

#### 2. Property Not Covered

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities;
- b. Bullion, gold or other precious metals, jewelry, watches, precious or semiprecious stones;
- c. Furs or garments trimmed with fur;

- d. Coins or stamps;
- e. Live animals;
- f. The vehicle(s) carrying the property;
- g. Intermodal containers, unless included in the value of the shipment;
- h. Property while waterborne. However, we cover property while aboard vessels on inland waterways when the waterborne transportation is incidental to the land portion of the journey;
- i. Import Shipments:
  - (1) Until discharged from the import conveyance; or
  - (2) Until Ocean Marine insurance ceases; whichever occurs last;
- j. Export Shipments:
  - (1) After placed on the outbound conveyance; or
  - (2) When Ocean Marine insurance applies to the shipment; whichever occurs first;
- k. Works of art unless described in the Declarations; or
- l. Contraband, or property in the course of illegal transportation or trade.

#### 3. Covered Causes Of Loss

Covered Causes of Loss means Risks Of Direct Physical Loss Or Damage to Covered Property for which you are liable except those causes of loss listed in the Exclusions.

#### 4. Coverage Extension – Earned Freight Charges

We also cover your earned freight charges that you are unable to collect arising from a loss covered by this Coverage Form. The most we will pay in any one occurrence is \$2,500.

This limit is in addition to the Limits of Insurance shown in the Declarations.

### B. Exclusions

This insurance does not apply to:

1. Your liability for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**a. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

**b. Nuclear Hazard**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

**c. War And Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions **B.1.a.** through **B.1.c.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. Your liability for loss or damage caused by or resulting from any of the following:

- a. Improper packing or stowage, or rough handling.
- b. Delay, loss of use, loss of market or any other indirect loss.
- c. Breakdown of refrigeration equipment. But we will pay for such loss caused directly by fire, lightning, explosion, windstorm, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by "accident" to the vehicle carrying the property if these causes of loss would be covered under this Coverage Form.

- d. Dishonest or criminal act committed by:

- (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
- (2) A manager or a member if you are a limited liability company;
- (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees.

- e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
  - f. Unauthorized instructions to transfer property to any person or to any place.
  - g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. Your liability for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
    - a. Any quality in the property that causes it to damage or destroy itself.
    - b. Gradual deterioration, corrosion, rust.
    - c. Dampness, extremes of temperature.
    - d. Insects, vermin or rodents.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

**D. Deductible**

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.



## **E. Additional Conditions**

1. The **Valuation** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

The value of property will be the least of the following amounts:

- a. The cost of reasonably restoring that property to its condition immediately before loss;
- b. The cost of replacing that property with substantially identical property;
- c. The value, if any, stated in the bill of lading; or
- d. The limitation stated in the tariff.

In the event of loss, the value of property will be determined as of the time of loss or damage.

2. The following condition applies in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

### **COVERAGE TERRITORY**

- a. We cover property wherever located within:
  - (1) The United States of America (including its territories and possessions);
  - (2) Puerto Rico; and
  - (3) Canada.

- b. We also cover property being shipped by air within and between points in Paragraph a.

## **F. Definitions**

"Accident" means:

1. Upset or overturn of the transporting vehicle; or
2. The violent and accidental contact of the transporting vehicle with another vehicle or object, but not including contact with:
  - a. The roadbed or curbing;
  - b. Rails or ties of street, steam or electric railroad; or
  - c. Any stationary object while backing for loading or unloading purposes.

## MOTOR TRUCK CARGO CARRIERS PREMIER ENDORSEMENT

This endorsement modifies coverage provided under the following:

### MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE FORM

1. The following is added to paragraph  
**A.2. Property Not Covered:**

m. Letters of credit, passports, documents, railroad or other tickets, paintings, statuary, manuscripts, mechanical drawings, tobacco, cigars, cigarettes, non-ferrous metal in scrap and/or ingot form, "garments", "electronics", alcohol, beer, wine, containerized freight, fresh water seafood, salt water seafood, frozen seafood, fresh seafood.

2. The following is added as  
**B. Exclusions: 4:**

- a. Loss or damage to household goods and/or personal effects, when forming part of a domestic removal or office relocation.
- b. Loss or damage caused by or resulting from electrical and/or mechanical failure.
- c. Goods or merchandise which is your property.
- d. Loss or damage caused by or resulting from mildew, mold, insufficiency of insulation or packaging, wear, tear or natural loss in weight or volume. This insurance does not insure your liability for "cargo" damaged while in transit resulting from improper, or inept loading/unloading, or improper securement.
- e. Any losses from unattended "trucks" while in the ordinary course of transit unless:
- 1) The "truck" is garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the "truck" is under constant surveillance, or on a guarded lot and
  - 2) The "truck" has all the openings closed and securely locked and

keys removed, in so far as local regulations permit.

- f. Loss or damage to "cargo" carried without charge by you or as an accommodation on your part, or any shipment for which no approved bill of lading has been issued.
- g. Loss or damage otherwise recoverable unless:
- 1) The "trucks" are owned by you, or leased pursuant to a written lease by you for your exclusive use, and providing the "trucks" are operated exclusively by his own full time salaried employees who have satisfied the employee references condition as indicated in 6.a. of this endorsement; or
  - 2) The "trucks" are operated by owner operators who are under written lease to you for a period of 30 consecutive days or more.
- h. Loss or damage attributable to inherent vice.
- i. Loss or damage to "cargo" not loaded on a "truck" for which you may be held legally liable.
- j. Loss or damage attributable to your insolvency, bankruptcy, or financial failure.
- k. Freight charges earned or unearned, other than what is recoverable under Commercial Inland Marine Conditions.
- l. This policy does not provide coverage for any "trailer" or "cargo" contained in or on a detached "trailer", except as otherwise provided herein.
- m. Oxidation, discoloration, scratching, denting, marring
- n. Bumper Hitch

It is hereby agreed and understood that no coverage is provided to you under this policy for damage to

“cargo” while on or in a “trailer” connected to a covered power unit by a bumper hitch.

**o. Land, water and air**

Notwithstanding any provision to the contrary within the policy of which this endorsement forms part (or within any other endorsement which forms part of this policy), this policy does not insure land (including but not limited to land on which your property is located), water or air, or any interest or right therein.

**p. Seepage and/or pollution contamination**

Notwithstanding any provision to the contrary within the policy of which this endorsement forms part (or within any other endorsement which forms part of this policy), this policy does not insure:

- 1)** any loss, damage, cost or expense, or
- 2)** any increase in loss, damage, cost or expense, or
- 3)** any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured against, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The terms “any kind of seepage or any kind of pollution and/or contamination” as used in this endorsement includes (but is not limited to):

- 4)** seepage of, or pollution and/or contamination by any liquid, vapor, gas, or material including but not limited to, any material designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- 5)** the presence, existence, or release of anything which endangers or threatens the health, safety or welfare of persons or the environment.

**q. Nuclear Incident**

For attachment to insurances of the following classifications in the U.S.A., its Territories and Possessions, Puerto Rico and the Canal Zone:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability), not being insurances of the classifications to which the Nuclear Incident Exclusion Clause-Liability-Direct (Limited) applies.

This policy does not apply:

- 1)** Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - i)** with respect to which you are insured under the Policy is also you insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or

- would be you insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- ii) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) you is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- 2) Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- 3) Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
- i) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, you or (2) has been discharged or dispersed there from;
  - ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of you; or
  - iii) the injury, sickness, disease, death or destruction arises out of the furnishing by you of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion iii) applies only to injury to or destruction of property at such nuclear facility.
- 4) As used in this coverage:
- "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph i) or ii) thereof; "nuclear facility" means:
- i) any nuclear reactor,
  - ii) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling,

- processing or packaging waste,
- iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in your custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - iv) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

- r. Liability under the trailer interchange extension shall be subject to the policy deductibles, exclusions, and general conditions, and shall further exclude:

- 1) Loss of or damage to any radio transmitting or receiving set and recording device unless permanently attached to an insured automobile, "garments", personal effects, or other property of the assured or of others carried in or upon the "trailer".
- 2) Loss of or damage to tires unless damaged by fire or stolen or unless lost or damaged in a collision or upset which also caused other damage to the "trailer".
- 3) Loss or damage to any trailer which is due to wear and tear, freezing, mechanical or electrical breakdown or failure, unless such damage is the result of other losses covered by this insurance.
- 4) Loss suffered by you as the result of voluntarily parting with title or possession, whether or not induced so to do by any fraudulent scheme, trick, device or false pretense.
- 5) The theft, robbery or pilferage of tools or repair equipment except in conjunction with the theft of an entire "trailer".
- 6) The wrongful conversion, embezzlement or concealment by a mortgagee, vendee, lessee or other person in lawful possession of your property under a mortgage, conditional sale, lease or other contract or agreement, whether written or verbal.
- 7) Loss of or damage to any "trailer" occurring while such trailer is not attached to a tractor unit which is insured for "cargo" liability under this policy.

Our limit of liability in respect of any one trailer shall be the sum shown in item 8. (A) in the optional coverage extensions in the Motor Truck Cargo Carriers Premier Coverage schedule. In the event that the actual value

of the "trailer" insured under this extension exceeds that sum, then we shall not be liable for a greater proportion of any loss or damage to such "trailer" insured than the actual value of the trailer bears to that sum.

Our total limit of liability under this extension shall not exceed the sum shown in item 8.(B) in the optional coverage extensions in the Motor Truck Cargo Carriers Premier Coverage schedule, any one loss, but our overall liability in respect of a loss involving more than one section of this policy shall not exceed the loss limit, being the sum shown in the Motor Truck Cargo Carriers Premier Coverage schedule. The deductible applicable to claims arising under this coverage shall be the sum shown in item 8. (C).

3. The following coverage extensions are added to paragraph **A. Coverage** and applies to your policy only when selected on the Motor Truck Cargo Carriers Premier Coverage schedule:

**a. Refrigeration Breakdown I**

In consideration of the premium charged, this policy, irrespective of exclusion B.2.c. is extended to cover your legal liability for loss of or damage to refrigerated and or temperature controlled "cargo" when such loss and or damage is proven to have been caused by mechanical failure of or breakdown of the automatic temperature control unit.

With respect to coverage provided herein for mechanical failure or breakdown of the automatic temperature control unit it is expressly agreed and understood the coverage provided does not insure against failure or breakdown directly due to any of the following:

- 1) Failure to provide adequate fuel supply.

- 2) Failure to keep crankcase oil level within manufacturer's specified limits.
- 3) Failure to keep an adequate level of refrigerant per the manufacturer's specifications.
- 4) Willful destruction or damage to automatic temperature control unit(s) by an employee or others.
- 5) Mechanical failure of or breakdown of automatic temperature control unit to refrigeration machinery in excess of 10 years of age, computed from the model year of the unit.
- 6) Failure due to computer or electronic process malfunction as per endorsement IL 09 35, Exclusion of Certain Computer-Related Losses.

Coverage under this extension is provided only if:

- 7) The refrigeration or heating units are maintained in accordance with the manufacturer's instructions in good operating condition, and are inspected at least once a month by or the manufacturer's authorized service representative(s), and
- 8) Records are maintained by you of such maintenance operation and inspections. Such records shall be open for inspection by our authorized representatives at all times during normal business hours.

The deductible applicable to losses recoverable under this endorsement shall be the sum shown in item 1.a. in the optional coverage extension in the Motor Truck Cargo Carriers Premier Coverage schedule.

**b. Refrigeration Breakdown II**

In consideration of the premium charged this policy, irrespective of exclusion B.2.c. is extended to cover your legal liability for loss of or damage to refrigerated and or temperature controlled "cargo" when

such loss and or damage is proven to have been caused by mechanical failure of or breakdown of the automatic temperature control unit.

With respect to coverage provided herein for mechanical failure or breakdown of the automatic temperature control unit it is expressly agreed and understood the coverage provided does not insure against failure or breakdown directly due to any of the following:

- 1) Failure to provide adequate fuel supply.
- 2) Failure to keep crankcase oil level within manufacturer's specified limits.
- 3) Failure to keep an adequate level of refrigerant per the manufacturer's specifications.
- 4) Willful destruction or damage to automatic temperature control unit(s) by an employee or others.
- 5) Failure due to computer or electronic process malfunction as per the policy wording in endorsement IL 09 35, Exclusion of Certain Computer-Related Losses.

Coverage under this extension is provided only if:

- 6) The refrigeration or heating units are maintained in accordance with the manufacturer's instructions in good operating condition, and are inspected at least once a month by or the manufacturer's authorized service representative(s), and
- 7) Records are maintained by you of such maintenance operation and inspections. Such records shall be open for inspection by our authorized representatives at all times during normal business hours.

The deductible applicable to losses recoverable under this endorsement shall be the sum set against paragraph 1.b. in the optional coverage extensions in

the Motor Truck Cargo Carriers Premier Coverage schedule, but such deductible shall not be less than \$5,000 in respect of automatic temperature control units exceeding ten years of age computed from the model year of the unit.

**c. Contingent Transit**

For the purpose of this coverage the word subcontractor shall mean the trucking company which physically transports the "cargo".

In consideration of the additional premium charged it is hereby agreed that, irrespective of exclusion g. of this endorsement, this policy is extended to include your liability otherwise recoverable, where you are acting as a truck broker, subject to the following conditions:

- 1) You obtain written evidence of each subcontractor's current, valid motor truck cargo insurance policy including all conditions, exclusions, limits and deductibles prior to commencing operations with that subcontractor.
- 2) Your written records evidence that the subcontractor's motor truck cargo insurance is in effect and valid at the time the "cargo" is transported.

This policy shall not provide broader coverage than the conditions of the subcontractor's motor truck cargo policy.

In consideration for the reduced premium for which this coverage has been issued, we shall not be liable for the payment of any claims under this endorsement except:

- i) when the subcontractor is not legally liable for any loss or damage to the "cargo"; or
- ii) after you have made all reasonable and proper efforts to collect the amount of the claim from

the subcontractor and their insurers, but have not succeeded due to declination of liability or inability to pay.

Reasonable and proper efforts to collect the amount of the claim shall mean that you complied with all requirements of the Bill of Lading or any other contract under which the "cargo" was shipped, and shall also have complied with all other procedures required for the filing of claims against the subcontractor and/or their insurers.

**d. Earned Freight Charges**

In consideration of the additional premium charged, this policy is extended to cover loss of earned freight charges incurred by you at the time of a loss recoverable under this policy. Our liability under this coverage extension shall be sub limited to the sum shown in item 4. of the Motor Truck Cargo Carriers Premier Coverage schedule. This coverage shall not extend the policy to cover unearned freight charges, or loss of earned freight charges where there is not a loss otherwise recoverable under this policy.

**e. Debris Removal**

In consideration of the additional premium charged, this policy is extended to cover the costs of removal of the debris of the "cargo" when incurred by you in connection with a loss recoverable under this policy. Our liability under this coverage extension shall be limited to the amount shown in item 5. in the optional coverage extensions of the Motor Truck Cargo Carriers Premier Coverage schedule. Nothing contained in this coverage extension shall extend to include environmental clean up costs or similar expenses.

**f. Terminal**

In consideration of the additional premium charged, this policy is

extended to cover your liability for "cargo" while unloaded and held, pending transfer, at the terminals named in the schedule of the Motor Truck Cargo Carriers Declarations Motor Truck Cargo Carriers Coverage Schedule, for a period not exceeding 72 hours after unloading. (Sundays and all holidays excluded). The limits of liability shall be as specified in the Motor Truck Cargo Carriers Coverage Schedule, but subject to the overall loss limit set forward in the Motor Truck Cargo Carriers Declarations.

For the purposes of this endorsement, a terminal is defined as a secured building with an operating and Underwriters Laboratories (UL) approved burglar and fire alarm or a full time guard in attendance when the terminal is not attended. Additionally, a terminal is defined as a fully fenced yard with a locked gate. It is further agreed that lawful goods and merchandise being stored at a scheduled terminal are accepted under an approved bill of lading issued by you.

**g. Special Commodity Inclusion**

In consideration of the additional premium charged, the interests shown in item 6. (A) in the optional coverage extensions of the Motor Truck Cargo Carriers Premier Coverage schedule are deleted from 2. Property Not Covered paragraph of this policy.

The Limit of Liability under this policy in respect of claims for theft of the commodities shown in item 6. (A) shall be as shown in item 6.(B) of the optional coverage extensions in the Motor Truck Cargo Carriers Premier Coverage schedule, applicable in respect of all claims arising out of any one theft.

The deductible applicable to claims for theft of the interests shown in item 6.(A) in the optional coverage extensions in the Motor Truck Cargo Carriers Premier Coverage schedule shall be as shown in item 6. (C) in the optional coverage



- extensions in the Motor Truck Cargo Carriers Premier Coverage schedule, applicable to all claims arising out of any one theft. Coverage applies only to items scheduled in item 6.(A).
- h. Scheduled Vehicles**
- It is hereby noted and agreed that our liability shall be limited to "cargo" while in or on a "truck" which is specified on the schedule attaching to this policy, including loading and unloading. The premium specified on the schedule shall be deemed to be non - adjustable, other than as per the cancellation provisions of the policy. This coverage shall not override exclusion g. of this Motor Truck Cargo Premier endorsement or any other conditions of the policy.
- i. Trailer Interchange**
- In consideration of the additional premium charged, it is hereby agreed that this policy is extended to cover only those "trailers" you do not own while in your possession under a written "trailer" or equipment interchange agreement for which you assume liability for loss to the "trailers" while in your possession, subject to any stated limitations by "trailer" or loss, after applying the scheduled deductible.
- 1)** We will pay, up to the stated limits, all sums you legally must pay as damages because of loss to a "trailer" you don't own or its equipment under:
- i) Comprehensive Coverage**
- From any cause except:
- (a)** A collision involving a "trailer"; or
- (b)** The "trailer's" overturn.
- 2)** We have the duty to defend you against a "suit" asking for these damages. However, we have no duty to defend you against a "suit" seeking damages for any loss to which this insurance does not apply. We may investigate and settle any claim or "suit" in our sole discretion. Our duty to defend ends for a

coverage when the limit of insurance for that coverage has been exhausted by payment of judgment or settlements.

**j. Striking of Load Exclusion**

For a reduced premium consideration, it is agreed that any claim arising from or resulting from the "cargo" striking any fixed object while on any covered conveyance under this policy is excluded from coverage.

**k. Office and Household Movers**

For an additional premium, it is agreed, that exclusion 2.a. of this Motor Truck Cargo Premier endorsement is deleted from the policy. It is further agreed that the following changes are made part of the policy.

- 1)** Any article or articles which are part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be constructed to mean total loss of the pair or set: or
- 2)** For any covered property consisting of multiple components the extent of our liability shall only be the value of the lost or damaged component.
- 3)** We will not pay for loss or damage caused by :
- i)** Cracking, marring or scratching of office and household goods or furniture.
- ii)** Theft of "cargo".
- iii)** Loading or unloading of "cargo".
- 4)** We will not pay for loss or damage to:
- i)** Glass, china, ceramics, antiques, fine arts and jewelry.

- ii) Reading glasses, sun glasses, cigarette lighters.
- iii) Firearms, computers, tools, cameras, camera equipment, and golf equipment.

The most we will pay for loss or damage to office and household goods shall be the lesser of the following:

- iv) value declared by the owner of the goods being shipped on the bill of lading, or
- v) the cost to repair or replace with like kind and quality, or
- vi) the limit shown in the declarations.

**I. Scheduled Shipper**

For an additional premium, it is agreed that the limit contained in the Motor Truck Cargo Carriers Declarations is increased to the amount stated in item 11. of the optional coverage extensions in the Motor Truck Cargo Carriers Premier Coverage schedule. This increased limit shall apply when the specific scheduled shipper is named on the bill of lading.

**m. Auto Hauler:**

For an additional premium consideration, all claims arising out of any "accident" shall be reduced by the deductible as stated on the Motor Truck Cargo Carriers Premier Coverage schedule for each vehicle which sustains loss or damage. In no event shall the aggregate of all deductibles applying to any one "accident" exceed \$15,000.

**n. Absolute Attended Vehicle Provision:**

For a reduced premium consideration, we will not pay for theft of covered property from a "truck" unless, at the time of the theft of covered property, there is an employee of yours, in or upon the "truck", whose duty it is to attend the vehicle.

4. The following is in addition to paragraph **C. Limits Of Insurance:**

**a. Recovery Towing Labor and Storage:**

The most that we will pay for recovery, towing, labor and storage expenses for any one accident will not exceed \$5,000. If we pay the stated amount shown in the declarations, the recovery, towing, labor and storage payment will not be excess over that amount, nor considered as a supplementary payment.

- b.** The most we will pay for loss or damage to covered property caused by or resulting from mysterious disappearance or the infidelity, dishonesty or criminal act of your employees and others who are carriers for hire to whom you have entrusted covered property, in any one loss will not exceed \$2,500.

This limit of insurance applies whether or not this loss occurred during regular hours of employment.

5. The following is in addition to paragraph **D. Deductible:**

**a. Striking of Load:**

Any loss or damage arising from "cargo" striking a fixed object while on any covered conveyance shall be subject to a \$5,000 deductible.

6. The following is added to paragraph **E. Additional Conditions:**

**3. Employee Files**

You will maintain employee files that contain an application, "M.V.R.", copy of license, health records and references from all prior employers.

**4. Safeguarding**

You shall take all reasonable precautions for the protection and safeguarding of "cargo" which may include the use of such security devices mandated by us.

**5. Security Devices**

All "trucks", "trailers", containers and security devices shall be maintained in good order by you. Such devices must be used at all times and shall

not be modified without our written consent.

**6. Conflicting Statutory Provisions:**

Any applicable statute or regulation that conflicts with any condition of this insurance shall prevail and be substituted for that policy condition.

**7. Authorization of Endorsements:**

No endorsement other than Federal or statutory endorsements shall form part of the contract unless authorized by us.

**8. Special Condition II:**

- a) You are obligated to repair any known defect or damage relating to your "trucks", "trailers", containers and security devices.
- b) You will not transport "cargo" on or in any "truck", "trailer" or container that is known to be defective in any way.

**9. Bill of Lading Requirement:**

You must issue and maintain a copy of a bill of lading for all shipments covered under this policy.

You agree to place us on the mailing list for any and all amendments or modifications to your bill of lading or freight receipt documents. Such changes or modifications are not accepted until approved by us, in writing.

This policy will not respond to claims or increased exposures arising out of liabilities assumed by you that are not listed in the standard bill of lading approved by us. Any contract assumed by you that increases your liability for loss or damage to covered property is not binding upon us unless submitted to and approved by us, in writing.

**10. Driver Criteria:**

All of your drivers must have their "M.V.R." approved by us within 7 days of their employment with you. We will not accept any "M.V.R." more than 90 days old.

Your drivers must have a single, valid Commercial Driving License (CDL). The CDL must be valid for

the specific type truck operated at the time of the accident.

- a. All drivers must be age 21 or older.
- b. Drivers age 21 or 22 will only be accepted with an "M.V.R." that has no "major violation" or a "minor violation."
- c. All drivers must have a minimum of two years experience operating a "truck" requiring a CDL license.
- d. No driver may have more than four (4) minor violations in the last three years, with no more than two (2) in the preceding 12 month period.
- e. No driver may have more than one (1) chargeable accident in the preceding 36 month period.
- f. No driver may have a "major violation" in the preceding 36 month period.
- g. No driver shall operate a "truck" with a suspended license.

**11. Cotton Gin:**

All baled cotton shall be covered and secured by waterproof tarpaulin(s) while accepted for transportation.

This insurance shall not apply to any loss caused by fire unless the ginning of the cotton has been completed at least seventy-two (72) hours before the loss.

**12. Tarpaulin**

All metals, wood, building materials and machinery shall be covered and secured by waterproof tarpaulin(s) while accepted for transportation.

**6. The following is added to paragraph F. Definitions:**

**a. "Cargo" means:**

All property or equipment not owned, hired or leased by, or loaned to you or by or to your agents.

**b. "Electronics" means:**

All consumer and commercial electrical items, appliances, instruments, software and component parts. (Heavy electrical items such as switchgear, turbines,

- transformers, generators and similar items shall not to be considered electronics.)
- c. "Garments" means:  
All items of clothing including, but not limited to, innerwear, outerwear, and footwear.
- d. "Major Violation" means conviction for any of the following:
- 1) Any DWI or DUI.
  - 2) Manslaughter or homicide by vehicle.
  - 3) Felony involving a motor vehicle.
  - 4) Racing.
  - 5) Hit and Run, or leaving the scene of an accident, with or without personal injury.
  - 6) Reckless driving
  - 7) License suspension for points.
  - 8) Driving while license suspended.
  - 9) Fleeing/eluding arrest.
  - 10) Multiple driver licenses not reported to company.
- e. "Minor Violation" means:
- 1) All moving violations, other than major violations, are considered minor violations.
  - 2) The following non-moving violations are considered to be minor violations:
    - i) Defective brakes
    - ii) Defective equipment
    - iii) Oversize
    - iv) Overweight.
- f. "M.V.R." means Motor Vehicle Report.
- g. "Suit" means a civil proceeding in which damages, because of bodily injury or property damage to which this insurance applies, are alleged.  
"Suit" includes:
- 1) An arbitration proceeding in which such damages are claimed and to which you must submit or does submit with our consent; or
- 2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- h. "Trailer" includes a semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.
- i. "Truck" means:  
A self-propelled commercial vehicle designed to carry "cargo", which is licensed for use on public roads.  
"truck" includes any attached "trailers", semi-trailers, dollies or auxiliary wheels but only:
- 1) while attached to a covered "truck" or tractor; or
  - 2) while temporarily detached for a period not exceeding 72 consecutive hours from a covered "truck" or tractor and while garaged in a building or parked in a fully enclosed yard which is securely closed and locked, or the trailer or semi-trailer is under constant surveillance, or on a guarded lot and the trailer or semi-trailer has all the openings closed and securely locked with keys removed.
- j. "Unattended" means:  
A "truck" that has been left without a person whose duty is to drive, guard, or attend the "truck".
7. The following paragraph deletes and replaces **C.2.** of the **Loss Conditions** section of the Commercial Inland Marine Conditions form:
2. Give us notice of the loss or damage within 60 days. Include a description of the property involved.

## GROSS RECEIPTS REPORTING FORM

This endorsement modifies insurance provided under the following:

### MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE FORM

One or more of the following symbols will be shown in the Declarations: DR, WR, MR, QR, PR. For an explanation of these symbols, refer to "Reporting Period" under Section C. Definitions.

#### A. Reporting

For Covered Property to which this endorsement applies:

##### 1. Reports Of Gross Receipts

- a. You must file a report with us following each "reporting period" and at expiration, in accordance with Paragraph b. or c. below, showing your "gross receipts".

**(1) Motor Truck Cargo Carriers Premier Coverage Form**

If this endorsement modifies insurance provided under the Motor Truck Cargo Carriers Premier Coverage Form, the reports must show your "gross receipts" for the Covered Property you:

- (a) Deliver using your own trucks or trailers; and  
(b) Have any carrier deliver for you.

Each report must show your "gross receipts" for the period that existed during the dates required by the "reporting period". These dates are the report dates.

- b. If this policy is a renewal of a "gross receipts" reporting form policy we previously issued, you must file a report with us within 30 days of the end of each "reporting period" and at expiration.

- c. If coverage was not previously issued by us on a "gross receipts" reporting form basis and:

**(1) Reporting Period symbol DR (Daily), WR (Weekly) or MR (Monthly) is shown in the Declarations, you must:**

- (a) File the first report with us within 60 days of the end of the first "reporting period";  
(b) File the second report with us within 30 days of the end of the second "reporting period", concurrent with submission of the first report; and

- (c) File each subsequent report with us within 30 days of the end of each subsequent "reporting period" and at expiration.

**(2) Reporting Period symbol QR (Quarterly) is shown in the Declarations and the inception date of the policy falls in March, June, September or December, you must:**

- (a) File the first report with us within 60 days of the end of the first "reporting period"; and  
(b) File each subsequent report with us within 30 days of the end of each subsequent "reporting period" and at expiration.

**(3) Reporting Period symbol QR (Quarterly) is shown in the Declarations and the inception date of the policy does not fall in March, June, September or December, you must file a report with us within 30 days of the end of each "reporting period" and at expiration.**

**(4) Reporting Period symbol PR (Policy Year) is shown in the Declarations, you must file a report with us within 30 days of the end of each "reporting period" and at expiration.**

- d. You may not correct inaccurate reports after loss or damage.

##### 2. Failure To Submit Reports

If at the time of loss or damage you have failed to submit:

- a. The first required report of your "gross receipts", we will not pay more than 75% of the amount we would otherwise have paid.  
b. Any required report of your "gross receipts" after the first required report, we will not pay more for loss or damage than the amount we would have paid based on the gross receipts you last reported.

### 3. Reporting Less Than The Total Amount Required

If your last report before any loss is for less than the total amount required to be reported, we will pay only that portion of the loss that the amounts you reported bear to the actual total amount as of the last report.

### B. Premium Adjustment

For Covered Property to which this endorsement applies:

1. The premium charged at the inception of each policy year is a deposit premium. Additional premiums are due as deposit premiums are exhausted. We will determine the final premium for this insurance after the policy year, or expiration of this policy, based on your total reports of "gross receipts".
2. Based on the difference between the advance premium and the final premium, for each policy year, we will:
  - a. Charge additional premium; or
  - b. Return excess premium.

### C. Definitions

1. "Gross Receipts" means:
  - a. **Motor Truck Cargo Carriers Premier Coverage Form**  
The total amount of receipts that you are entitled to for the packing, loading, unloading and transporting of Covered Property, regardless of whether you or another carrier originated the transportation.
2. "Reporting Period" means the period of time for which new reports of your "gross receipts" are due, as shown by a symbol in the Declarations. If the symbol is:
  - a. DR (Daily), reports must show the "gross receipts" for each day; but the "reporting period" ends on the last day of the month.
  - b. WR (Weekly), reports must show the "gross receipts" for each week; but the "reporting period" ends on the last day of the month.
  - c. MR (Monthly), reports must show the "gross receipts" for each month; and the "reporting period" ends on the last day of each month.
  - d. QR (Quarterly), reports must show the "gross receipts" for each month; but the "reporting period" ends on the last day of:
    - (1) March;
    - (2) June;
    - (3) September; and

(4) December.

- e. PR (Policy Year), reports must show the "gross receipts" as of the last day of each month; but the "reporting period" ends on the policy anniversary date.

<i>SERFF Tracking Number:</i>	<i>STLR-125603167</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pennsylvania Manufacturers' Association</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Insurance Company</i>		
<i>Company Tracking Number:</i>	<i>08-0440-AR1</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>08-0440-AR1</i>		
<i>Project Name/Number:</i>	<i>CM Independent Forms/08-0440-AR1</i>		

## Rate Information

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>STLR-125603167</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pennsylvania Manufacturers' Association</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
	<i>Insurance Company</i>		
<i>Company Tracking Number:</i>	<i>08-0440-AR1</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>08-0440-AR1</i>		
<i>Project Name/Number:</i>	<i>CM Independent Forms/08-0440-AR1</i>		

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b>	Approved	04/18/2008
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**Comments:**

NAIC Transmittal Document

**Attachment:**

ARFPCTDF-1.pdf

<b>Satisfied -Name:</b>	Cover Letter and Filing Memorandum	<b>Review Status:</b>	Approved	04/18/2008
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**Comments:**

Cover Letter and Filing Memorandum

**Attachments:**

Filing Letter.pdf

Filing Memorandum.pdf

<b>Satisfied -Name:</b>	Dec Pages and Policy Jacket	<b>Review Status:</b>	Approved	04/18/2008
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**Comments:**

Submitted as informational for your files.

PIH 72 01 04 08, CPD7 (03 90), PIM 00 39 Dec 04 08, CPJCM 04 08

**Attachments:**

PIH 72 01Motor Truck Cargo Carriers Premier Coverage Sched....pdf

CPD7 CIM Coverage Part Declarations.pdf

PIM 00 39 Motor Truck Cargo Carriers Declarations Schedule....pdf

CPJ CM Commercial Inland Marine Policy jacket.pdf



## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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<b>3.</b>	<b>Group Name</b>	<b>Group NAIC #</b>
	The PMA Insurance Group	767

<b>4.</b>	<b>Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
	Pennsylvania Manufacturers' Association Insurance Company	PA	12262	23-1642962

<b>5.</b>	<b>Company Tracking Number</b>	08-0440-AR1
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	Sharon E. Ellison 380 Sentry Parkway P.O. Box 3031 Blue Bell, PA 19422	Sr. Regulatory Analyst	800-222-2749 x 5356	610-397-5100	sharon_ellison@pmagroup.com

<b>7.</b>	Signature of authorized filer	
<b>8.</b>	Please print name of authorized filer	Sharon E. Ellison

**Filing information** (see General Instructions for descriptions of these fields)

<b>9.</b>	<b>Type of Insurance (TOI)</b>	Commercial Inland Marine
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	
<b>11.</b>	<b>State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	9.0000
<b>12.</b>	<b>Company Program Title</b> (Marketing title)	
<b>13.</b>	<b>Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14.</b>	<b>Effective Date(s) Requested</b>	New: 06/01/2008    Renewal: 06/01/2008

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization</b> (if applicable)	n/a	
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	n/a	
<b>18.</b>	<b>Company's Date of Filing</b>	April 10, 2008	
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08-0440-AR1
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are submitting the attached independent forms for your review and approval. For additional details please see the attached filing memorandum. Our corresponding rating rules are filed as a Drawer filing under company filing number 08-0440-AR1b.

We intend to be bound by the governing approval procedures of your state and we will await your written response.

This filing is applicable to all policies effective on or after June 1, 2008.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #:</b> EFT  <b>Amount:</b> \$50.00</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08-0440-AR1
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	08-0440-AR1b

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Motor Truck Cargo Carriers Premier Coverage Form	PIH 00 72 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Motor Truck Cargo Carrier Premier Endorsement	PIH 72 02 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Gross Receipts Reporting Form	PIH 99 11 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

April 10, 2008

RE: Pennsylvania Manufacturers' Association Insurance Company (NAIC# 767-12262)  
Division Eight - Commercial Inland Marine  
Independent Form  
Company Filing #: 08-0440-AR1

Dear Commissioner:

The PMA Insurance Group is filing new independent forms designed primarily to provide Motor Truck Cargo Carriers Premier coverage. Please see filing memorandum for additional information.

The corresponding rating rules are filed as a Drawer filing under company filing number 08-0440-AR1b.

We intend to be bound by the governing procedures of your state and we wish to implement on the date listed below.

This filing is applicable to all policies effective on or after June 1, 2008.

If you have any questions or need additional information, please feel free to contact me by e-mail at [sharon\\_ellison@pmagroup.com](mailto:sharon_ellison@pmagroup.com) or by phone at (800) 222-2749, extension 5356.

Thank you for your consideration.

Sincerely,

Sr. Regulatory Analyst  
Regulatory & Product Support  
Product Management Department

**THE PMA INSURANCE GROUP**  
**DIVISION EIGHT – COMMERCIAL INLAND MARINE**  
**MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE**  
**FILING MEMORANDUM**

The PMA Insurance Group is filing new independent forms designed primarily to provide Motor Truck Cargo Carriers Premier coverage.

**FORMS**

This Motor Truck Cargo Carriers Premier coverage will be a combination of Insurance Services Offices forms and Company independent forms. Refer to ISO forms portfolio for edition dates. All applicable state mandatory and approved ISO forms will be included as outlined below.

IL 00 17	Common Policy Conditions
IL 09 35	Exclusion of Certain Computer-Related Losses
IL 09 52	Cap On Losses From Certified Acts Of Terrorism
CM 00 01	Commercial Inland Marine Conditions

In addition, the following Motor Truck Cargo Carriers Premier coverage specific forms are available.

- 1. Motor Truck Cargo Carriers Premier Coverage Form – PIH 00 72 04 08**  
This proprietary coverage form is based on the ISO's Inland Marine Handbook *Motor Truck Cargo Carriers Coverage Form*, IH 00 72 08 02.
- 2. Motor Truck Cargo Carriers Premier Coverage – PIH 72 01 04 08**  
This proprietary schedule lists the optional coverage extensions offered under the Motor Truck Cargo Carriers Premier Coverage Form, PIH 00 72.
- 3. Motor Truck Cargo Carriers Premier Endorsement – PIH 72 02 04 08**  
This proprietary endorsement modifies coverage provided in the Motor Truck Cargo Carriers Premier Coverage Form, PIH 00 72.
- 4. Gross Receipts Reporting Form – PIH 99 11 04 08**  
This proprietary endorsement is based on the ISO's Inland Marine Handbook *Gross Receipts Reporting Form*, IH 99 11 08 02.
- 5. Motor Truck Cargo Carriers Declarations Motor Truck Cargo Carriers Coverage Schedule – PIM 00 39 DEC 04 08**  
This is the Motor Truck Cargo Carriers Declaration.
- 6. Commercial Inland Marine Policy – CPJ CM 03 08**  
This is the company's commercial inland marine policy jacket.
- 7. Commercial Inland Marine Coverage Part Declarations – CPD7 03 90**  
This is the company's commercial inland marine coverage part declarations.

**RATES/RULES**

The rates and rules used for this coverage were developed based on industry loss experience and product line expertise. In addition to covering company expenses, the base rates selected cover risk exposures and justifies any necessary claims analysis.

Our Motor Truck Cargo Carriers Premier rate/rule pages (PMA-MTC-1 through 5) are filed as a Drawer filing under company filing number 08-0440-AR1b..

**IMPLEMENTATION**

This filing is applicable to all policies effective on or after June 1, 2008.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

**MOTOR TRUCK CARGO CARRIERS PREMIER COVERAGE**

**SCHEDULE:**

The following COVERAGE EXTENSIONS apply only if checked (☐).

ITEM	OPTIONAL COVERAGE				
1.a.	<input type="checkbox"/>	Refrigeration Breakdown I:	Deductible:		
			\$		
1.b.	<input type="checkbox"/>	Refrigeration Breakdown II:	Deductible:		
			\$		
2.	<input type="checkbox"/>	Contingent Transit:	Limit:	Premium:	
			\$	\$	
3.	<input type="checkbox"/>	Absolute Attended Vehicle Provision			
4.	<input type="checkbox"/>	Earned Freight Charges:	Limit:		
			\$		
5.	<input type="checkbox"/>	Debris Removal:	Limit:		
			\$		
6.	<input type="checkbox"/>	Special Commodity Inclusion:	(A) Commodity(s):	(B) Limit:	(C) Deductible:
				\$	\$
7.	<input type="checkbox"/>	Scheduled Vehicles			
8.	<input type="checkbox"/>	Trailer Interchange:	(A) Trailer Limit:	(B) Loss Limit:	(C) Deductible: Premium:
			\$	\$	\$ \$
9.	<input type="checkbox"/>	Striking of Load Exclusion			
10.	<input type="checkbox"/>	Office and Household Movers			
11.	<input type="checkbox"/>	Scheduled Shipper	Limit:		
		1) Named Shipper:			
			\$		
		2) Named Shipper:			
			\$		
12.	<input type="checkbox"/>	Auto Hauler:	Deductible:		
			\$		

COMMERCIAL INLAND MARINE COVERAGE PART  
DECLARATIONS

POLICY NO.

NAMED INSURED

PRODUCER'S NAME

LOCATION OF ALL PREMISES: SEE DESIGNATION OF PREMISES SCHEDULE

INSURANCE UNDER THIS COMMERCIAL INLAND COVERAGE PART APPLIES ONLY TO COVERAGES SHOWN IN THIS DECLARATION.

COVERAGE:

LIMITS OF  
LIABILITY

FORMS AND ENDORSEMENTS:

SEE ENDORSEMENT SCHEDULE (P9998)



POLICY NUMBER:

COMMERCIAL INLAND MARINE  
PIM 00 39 DEC 04 08

## MOTOR TRUCK CARGO CARRIERS DECLARATIONS MOTOR TRUCK CARGO CARRIERS COVERAGE SCHEDULE

This SCHEDULE forms a part of the TRANSPORTATION Policy. This Coverage applies only to the items for which a Limit of Insurance is specified. Coverage is subject all to terms and conditions of the policy.

### I. LIMITS OF INSURANCE

Description of Goods Being Shipped:

Radius of Operation: Within  miles from:

COVERAGE ITEM	LIMIT OF INSURANCE
<p><b>A. VEHICLE LIMIT(s):</b> (See Page 2 for Schedule of Covered Vehicles) Any One Automobile, Truck or Other Power Unit, Including Property In All Attached Trailers</p> <p><b>B. TERMINAL LIMIT(s):</b> (See Page 2 for Schedule of Covered Terminals) Any One Location</p> <p><b>C. CATASTROPHE LIMIT:</b> Any One Occurrence</p>	

### II. REPORTING RATES AND PREMIUMS

Reporting Frequency: <input type="checkbox"/> <input type="checkbox"/> Monthly <input type="checkbox"/> <input type="checkbox"/> Quarterly <input type="checkbox"/> <input type="checkbox"/> Annually	
Adjustment Frequency: <input type="checkbox"/> <input type="checkbox"/> Annually <input type="checkbox"/> <input type="checkbox"/> Other <input type="text"/>	
Premium Reporting Basis:	REPORTING RATE:
<input type="checkbox"/> <input type="checkbox"/> Gross Revenues (Per \$100 of Gross Receipts)	
<input type="checkbox"/> <input type="checkbox"/> Mileage (Per Mile)	
<input type="checkbox"/> <input type="checkbox"/> Other <input type="text"/>	
<p>Minimum Annual Premium:</p> <p>Deposit Premium:</p> <p>Flat Annual Premium: (Non-Reporting Basis Only)</p>	PREMIUMS

### III. DEDUCTIBLE

<p><b>A. Applicable to:</b> Losses to Covered Property, except as shown below.</p> <p><b>B. Applicable to:</b></p>	
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### IV. SPECIAL PROVISIONS (if any)

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**MOTOR TRUCK CARGO CARRIERS DECLARATIONS (cont.)**  
**MOTOR TRUCK CARGO CARRIERS COVERAGE SCHEDULE**

**SCHEDULE OF COVERED VEHICLES**

<b>UNIT NUMBER</b>	<b>YEAR &amp; MODEL</b>	<b>TRADE NAME</b>	<b>IDENTIFICATION NUMBER (VIN)</b>	<b>BODY TYPE &amp; CAPACITY</b>	<b>SPECIFIC VEHICLE LIMIT Of INSURANCE (If other than the Per Vehicle limit shown on Page 1)</b>

**TERMINAL COVERAGE**

<b>TERMINAL LOCATION ADDRESS</b>	<b>LIMIT OF INSURANCE (If other than the Terminal limit shown on Page 1)</b>



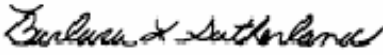
*PERFORMANCE. IT'S WHY WE GET CHOSEN.®*

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# **Commercial Inland Marine Policy**

**In Witness Whereof**, the COMPANY has caused this policy to be signed by its President, or a Vice-President and Secretary, at Blue Bell, PA.

[   
Secretary ]

[   
President ]